

COPY

SCHEDULE A-1

Crossroads Bank
STATE AND LOCAL GOVERNMENT LEASE SCHEDULE
(TAX EXEMPT)

MASTER EQUIPMENT LEASE-PURCHASE
 AGREEMENT DATE: MAY 12, 2015

LEASE SCHEDULE NO. 1

LESSEE: CITY OF WEST LAFAYETTE, INDIANALEASE SCHEDULE DATE: MAY 12, 2015

1. This Schedule covers the following Equipment together with all accessories, attachments, substitutions and accessions:

Vendor	Quantity	Description of Units of Equipment	Serial Numbers (if available)
Cardinal Office Products 3410 Fairfield CT Lafayette, Indiana 47909 Phone: (765) 449-9049	See Invoices Numbered 3ER69A, 3EU25A, 3EV93A Dated 1/31/15, 2/27/15, 3/13/15, Attached hereto and made a part hereof	See Invoices Numbered 3ER69A, 3EU25A, 3EV93A Dated 1/31/15, 2/27/15, 3/13/15, Attached hereto and made a part hereof	See Invoices Numbered 3ER69A, 3EU25A, 3EV93A Dated 1/31/15, 2/27/15, 3/13/15, Attached hereto and made a part hereof

2. EQUIPMENT LOCATION: City of West Lafayette

Address: Wastewater Plant 500 S. River Road, Street Dept 705 S. River Rd, Fire Dept 300 N. St

City: West Lafayette County: Tippecanoe State: IN Zip: 47906

3. AMOUNT FINANCED:

Cash Purchase Price (including delivery)	\$22,900
Plus processing/documentation fees	\$250
Plus sales tax	0
Amount Financed	\$22,900

Lessee shall pay any sales or use tax with respect to the Equipment described in this Schedule. Lessee hereby certifies that it is exempt from State and local taxation and its tax-exempt identification number is _____.

If applicable, a copy of a certificate evidencing Lessee's tax-exemption is attached as *Exhibit 6* hereto.

At the time of installation, the amount financed may be adjusted (at Lessee's request and as approved by Lessor based upon information provided by Lessee that supports such request in Lessor's reasonable judgment) by the addition or deletion of items of Equipment the cash purchase price of which shall not exceed 10% of the Cash Purchase Price indicated above.

4. RENTAL PAYMENT TERMS:

Annual interest rate 2.25%

First Rental Payment due May 31, 2015.

Rental Payments due thereafter: Semi-Annually

Number of Rental Payments 10

Lessee agrees that the Rental Payment Schedule shall be calculated and prepared by Lessor after delivery by Lessee of the Certificate of Acceptance relating to this Schedule, subject to any adjustment in the amount financed as described above and adjustments of the annual interest rate used to calculate the interest component of Rental Payments as provided in Paragraph 5 below.

5. DELETED

6. INCORPORATED BY REFERENCE: The terms and provisions of the Master Equipment Lease-Purchase Agreement described above (other than to the extent that such terms and provisions relate solely to other Schedules or Equipment listed on

other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof. Upon execution and delivery by Lessee of a Certificate of Acceptance related to this Schedule and execution by Lessor of the Acknowledgment thereon, such Certificate of Acceptance, Acknowledgment thereto and the Rental Payment Schedule calculated and prepared by Lessor with respect thereto shall be, and are hereby, incorporated into this Schedule by reference and made a part hereof.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS: Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease-Purchase Agreement are true and correct as though made on the date of execution of this Schedule. Lessee hereby further represents and warrants to and agrees with Lessor that:

(a) The payment of the Rental Payments or any portion thereof related to this Schedule is not (under the terms of the related Lease or any underlying arrangement) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property or (ii) derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. No Equipment described in this Schedule is being or will be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the purchase price for the Equipment described in this Schedule will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered and will not enter into any management or other service contract with respect to the use and operation of the Equipment; *provided, however*, that Lessee may enter into customary agreements for the maintenance and upkeep of the Equipment.

(b) Lessee shall not permit any person or entity (including the federal government) to guarantee, directly or indirectly, in whole or in part, any Rental Payments related to this Schedule without the prior written consent of Lessor.

(c) All funds to be allocated for the payment of the purchase price by Lessor at Lessee's direction pursuant to each Certificate of Acceptance will be used, directly or indirectly, to finance costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with

a proper election) under federal income tax principles if Lessee were treated as a corporation subject to federal income taxation, taking into account the placed-in-service date for the Equipment.

(d) Lessee does not intend to sell or otherwise dispose of the Equipment identified in this Schedule (or any interest therein) prior to the last Rental Payment scheduled to be paid with respect to such Equipment under the applicable Rental Payment Schedule.

(e) Lessee has entered into this Schedule for the purpose of purchasing, acquiring and leasing the Equipment identified herein and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment will be paid directly by Lessor, at the direction of Lessee as provided in a Certificate of Acceptance and upon satisfaction of all conditions precedent to disbursement, to the vendor or vendors of such Equipment or as reimbursement to Lessee for funds advanced to purchase such Equipment; *provided, however*, that no portion of the purchase price for the Equipment will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery of this Schedule or, if earlier, more than 60 days prior to any official action taken to evidence an intent to reimburse.

8. ATTACHMENTS: Lessee hereby represents and certifies to Lessor that:

(a) attached to this Schedule as *Exhibit 2* is a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body specifically authorizing Lessee to execute and deliver the Master Equipment Lease-Purchase Agreement, this Schedule and the applicable Lease;

(b) attached to this Schedule as *Exhibit 3* is a full, true and correct copy of an Incumbency Certificate relating to the authority of the officers who have executed and delivered, or will execute and deliver, the Master Equipment Lease-Purchase Agreement, this Schedule and the applicable Lease on behalf of Lessee; and

(c) attached to this Schedule as *Exhibit 4* is a full, true and correct copy of an opinion of Lessee's legal counsel regarding the legal, valid and binding nature of the Master Equipment Lease-Purchase Agreement, this Schedule and each Lease on Lessee and certain other related matters.

9. ORIGINAL LEASE: Lessor and Lessee shall execute and deliver only one original Lease represented by this Schedule and the Certificate of Acceptance (including the Rental Payment Schedule attached thereto) to be delivered with respect hereto and incorporated herein and such original Lease shall be delivered to Lessor.

City of West Lafayette, Indiana (Lessee)

By: _____

Printed Name: Judith C. Rhodes

Title: Clerk Treasurer

Crossroads Bank. (Lessor)

By: _____

Printed Name: Barry Grossman

Title: Sr. Vice President

COPY



3410 FAIRFIELD CT
LAFAYETTE, IN 47909
PHONE: (765) 449-9049
FAX: (765) 449-9419

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CITY OF WEST LAFAYETTE
WASTEWATER TREATMENT
500 SOUTH RIVER RD
WEST LAFAYETTE IN 47906

INVOICE NO
3ER69A 1

INVOICE DATE
01/31/15

TERMS: NET 30 DAYS
FROM INVOICE DATE

CUSTOMER NO.		CUST. ORDER NO.	DATE ORDERED	DATE SHIPPED	SHIP VIA	REPRESENTATIVE	
LA2334			01/31/15	04/30/15		LASA47	DI
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION		UNIT PRICE	AMOUNT
1	EA	1	AGCN1R	MPC4503	COLOR COPIER	8,960.000	8960.00
					E174MA60314		
				VENDOR # MPC4503			
1	EA	1	BGKN11	FINISHER	SR3130		
				FINISHER-LANIER		E564Q711225	
				VENDOR # 416543			
1	EA	1	BGEN0U	PAPER FEED UNIT	PB3160		
				FEEDER-LANIER		E634Q211678	
				VENDOR # 416544			
1	EA	1	BGMN1V	FAX OPTION TYPE	M4		
				SCANPRINTFAX-LANIER		E304QB10872	
				VENDOR # 416564			
TRADE IN RICOH C4000 / SERIAL # V1204900567							
THIS MACHINE IS BEING SHIPPED BACK TO THE ORIGINAL LEASING COMPANY							
							SUBTOTAL
							8,960.00
							TOTAL DUE
							8,960.00

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CITY OF WEST LAFAYETTE
WASTEWATER TREATMENT
500 SOUTH RIVER RD
WEST LAFAYETTE IN 47906

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CARDINAL OFFICE PRODUCTS
PO BOX 5809
LAFAYETTE IN 47903

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE
PAYMENT FEE OF 1.5% PER MONTH OR TO THE
EXTENT OF THE LAW



Copier Solutions

3410 FAIRFIELD CT
LAFAYETTE, IN 47909
PHONE: (765) 449-9049
FAX: (765) 449-9419

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CITY OF WEST LAFAYETTE
STREET & SANITATION
705 S RIVER RD
WEST LAFAYETTE IN 47906

INVOICE NO
3EU25A 1

INVOICE DATE
02/27/15

TERMS: NET 30 DAYS
FROM INVOICE DATE

CUSTOMER NO.	CUST. ORDER NO.	DATE ORDERED	DATE SHIPPED	SHIP VIA	REPRESENTATIVE		
LA2402		02/27/15	04/30/15		LASA01 DI		
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT	
1	EA	1	AGCN1U	MPC2003 COLOR COPIER	4,305.000	4305.00	
			MPC2003	E204R401009			
				VENDOR # MPC2003			
1	EA	1	BSAN0J	CABINET TYPE F			
				VENDOR # 100478FNG			
1	EA	1	BGMN1U	FAX OPTION TYPE M3			
			SCANPRINTFAX-LANIER	E284Q812678			
				VENDOR # 416556			
1-	EA	1-	VC005	COUPON	100.000	100.00-	
				VENDOR # COUPONS			
TRADE IN FOR SHARP AR237 / SERIAL # 5505218Y							
						SUBTOTAL	
						4,205.00	
						TOTAL DUE	
						4,205.00	

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CITY OF WEST LAFAYETTE
STREET & SANITATION
705 S RIVER RD
WEST LAFAYETTE IN 47906

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CARDINAL OFFICE PRODUCTS
PO BOX 5809
LAFAYETTE IN 47903

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE
PAYMENT FEE OF 1.5% PER MONTH OR TO THE
EXTENT OF THE LAW

Cardinal

Copier Solutions

3410 FAIRFIELD CT
LAFAYETTE, IN 47909
PHONE: (765) 449-9049
FAX: (765) 449-9419

SHIP
TO

CITY OF WEST LAFAYETTE
FIRE DEPARTMENT
300 NORTH ST
WEST LAFAYETTE IN 47906

INVOICE NO
3EV93A 1

INVOICE DATE
03/13/15

TERMS: NET 30 DAYS
FROM INVOICE DATE

CUSTOMER NO. CUST. ORDER NO.		DATE ORDERED	DATE SHIPPED	SHIP VIA	REPRESENTATIVE		
LA3217		03/13/15	04/30/15		LASA01	DI	
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT	
1	EA	1	AGCN1R	MPC4503 COLOR COPIER	9,835.000	9835.00	
			MPC4503	E174MB10789			
				VENDOR # MPC4503			
1	EA	1	BGEN0U	PAPER FEED UNIT PB3160			
			FEEDER-LANIER	E634QB21065			
				VENDOR # 416544			
1	EA	1	BGKN11	FINISHER SR3130			
			FINISHER-LANIER	E564Q711229			
				VENDOR # 416543			
1	EA	1	BGZN1G	POSTSCRIPT TYPE M4			
				VENDOR # 416591			
1	EA	1	BGMN1V	FAX OPTION TYPE M4			
			SCANPRINTFAX-LANIER	E304QC10790			
				VENDOR # 416564			
1-	EA	1-	VC005	COUPON	100.000	100.00-	
				VENDOR # COUPONS			
TRADE IN FOR HP8150N PRINTER /				SERIAL # JPDLR57944			
						SUBTOTAL	
						9,735.00	
						TOTAL DUE	
						9,735.00	

BILL
TO

CITY OF WEST LAFAYETTE
FIRE DEPARTMENT
300 NORTH ST
WEST LAFAYETTE IN 47906

REMIT
TO

CARDINAL OFFICE PRODUCTS
PO BOX 5809
LAFAYETTE IN 47903

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE
PAYMENT FEE OF 1.5% PER MONTH OR TO THE
EXTENT OF THE LAW

**EXHIBIT 1
(TO LEASE SCHEDULE NO. 1)**

INSURANCE COVERAGE REQUIREMENTS

COPY

To Lessor: Crossroads Bank ("Lessor")
1205 N. Cass Street
Wabash, Indiana 46992
Phone (260) 563-3185 Fax (260) 5634841
Attn: Andrea Leach

To Lessee: City of West Lafayette, Indiana ("Lessee")
711 W. Navajo Street
West Lafayette, IN 47906

In accordance with that certain Master Equipment Lease-Purchase Agreement, dated May 12, 2015, and Lease Schedule No. 1, dated May 12, 2015 (collectively, the "*Lease*") by and between Lessor and Lessee, Lessee:

INSTRUCTIONS: Please circle number(s) regarding applicable insurance coverage. Proof of insurance coverage will be provided to Lessor and its successors and assigns at or prior to the time that Lessee delivers a Certificate of Acceptance to Lessor with respect to the Equipment described in the above-referenced Schedule.

1. maintains All Risk Physical Damage Insurance on the Equipment (as described in the Schedule) evidenced by a Certificate of Insurance ("*Certificate*") and Long Form Loss Payable Clause naming Lessor and its successors and assigns as Loss Payee. Coverage required: Full Replacement Value. Lessee has instructed the insurance agent named below to issue a Certificate to Lessor:

Company: _____
Address: _____

Phone No.: _____
Contact: _____

2. maintains Public Liability Insurance evidenced by a Certificate of Insurance, naming Lessor and its successors and assigns as Additional Insured, with the following minimum coverages:

\$1,000,000 per person
\$5,000,000 aggregate bodily injury liability
\$1,000,000 comprehensive damage liability

Lessee has instructed the insurance agent named below to issue a Certificate to Lessor:

Company: _____
Address: _____

Phone No.: _____
Contact: _____

3. is self-insured for all risk, physical damage and will provide Lessor with such supporting documentation as Lessor may request.

4. is self-insured for public liability and will provide Lessor with such supporting documentation as Lessor may request.

Lessee: City of West Lafayette, Indiana

By: _____

Printed Name: Judith C. Rhodes

Title: Clerk Treasurer

Date: May 12, 2015

COPY

**EXHIBIT 3
(TO LEASE SCHEDULE NO. 1)**

INCUMBENCY CERTIFICATE OF LESSEE

The undersigned, the duly authorized representative of the named Lessee under that certain Master Equipment Lease-Purchase Agreement dated May 12, 2015 (the "*Agreement*"), with Crossroads Bank., as Lessor, hereby certifies as follows in accordance with the requirements of the Agreement, which is incorporated by reference into the above-referenced Lease Schedule. Capitalized terms used herein have the same meaning as in the Agreement.

I hold the position noted under my signature, and I have all authority necessary to execute and deliver this Certificate. The following officers of the Lessee are duly elected or appointed, and the signatures above the respective name and title are true and correct and, where required, have been filed with the appropriate officials of the State.

Signature: _____ Signature: _____

Printed Name: John R. Dennis Printed Name: Judith C. Rhodes

Title: Mayor Title: Clerk Treasurer

IN WITNESS WHEREOF, I have executed and delivered this Certificate as of this 12th day of May, 2015.

Lessee: City of West Lafayette, Indiana

By: _____

Printed Name: Judith C. Rhodes

Title: Clerk Treasurer

**EXHIBIT 5
(TO LEASE SCHEDULE NO. 1)
CROSSROADS BANK**

CERTIFICATE OF ACCEPTANCE

COPY

LESSEE: CITY OF WEST LAFAYETTE, INDIANA

MASTER EQUIPMENT LEASE-PURCHASE

AGREEMENT DATE: MAY 12, 2015

LEASE SCHEDULE NO. 1

THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS FOR AND ON BEHALF OF LESSEE THAT: (a) the Equipment identified in the above-referenced Lease Schedule is delivered, installed, available for use and is placed in service as of the Acceptance Date indicated below; (b) such Equipment is in good operating condition and repair and is accepted as satisfactory in all respects for purposes of the applicable Lease; (c) the cash purchase price of such Equipment is \$22,900; and (d) to the extent that invoices with respect to the Equipment are not attached hereto, Lessee shall deliver or cause to be delivered to Lessor such invoices in a timely manner.

FURTHER, Lessee hereby directs Crossroads Bank as Lessor, (a) to allocate funds for the payment of the amounts evidenced on the invoices delivered herewith or to be delivered by Lessee pursuant to the preceding paragraph, which amounts represent the cash purchase price for such Equipment and the amount financed for purposes of the Lease (calculated as permitted by Paragraph 3 of such Lease Schedule), which may include an adjustment from the purchase price stated in such Lease Schedule, which adjustment shall not exceed 10% of the cash purchase price stated in such Lease Schedule, and (b) to calculate and prepare the Rental Payment Schedule as provided in the above-referenced Lease Schedule, which shall be the Rental Payment Schedule for all purposes of the applicable Lease.

If this Certificate of Acceptance relates to a Tax-Exempt Lease, Lessee hereby (a) represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to pay the amount that is herein requested for allocation for the payment of the purchase price, (b) represents that it has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required, otherwise restricted or reasonably expected to be used to pay directly or indirectly the Rental Payments to be shown on the Rental Payment Schedule (*Attachment 1*) for this Certificate of Acceptance except the portion of the Lessee's general or special fund from which such Rental Payments are to be made within 12 months of when amounts used to make Rental Payments are deposited therein and (c) agrees to complete and file or cause to be filed in a timely manner an information reporting return (either I.R.S. Form 8038-G or Form 8038-GC, as appropriate) in the form attached as *Attachment 2* hereto as required by the Internal Revenue Code of 1986, as amended.

If this Certificate of Acceptance relates to a Tax-Exempt Lease and such Lease may be treated as bank-qualified, the Lessee will designate such Lease as "bank-qualified" as provided in the Bank-Qualified Designation attached as *Attachment 3* hereto.

ACCEPTANCE DATE: May 12, 2015

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Judith C. Rhodes

TITLE: Clerk Treasurer

LESSOR ACKNOWLEDGMENT

THE UNDERSIGNED HEREBY ACKNOWLEDGES FOR AND ON BEHALF OF LESSOR THAT:

(1) The Schedule Funding Date is May 13, 2015 (on which funds were allocated for the payment of the purchase price at Lessee's direction as described in the Certificate of Acceptance to which this Acknowledgment is attached and from which interest accrues); and

(2) The Rental Payment Schedule attached as *Attachment 1* hereto has been calculated and prepared as provided in the above-referenced Lease Schedule and shall constitute the Rental Payment Schedule for all purposes of the applicable Lease.

DATED THIS 12 day of May, 2015.

Crossroads Bank, AS LESSOR

By: _____

Printed Name: Barry Grossman

Title: Sr. Vice President

COPY

**ATTACHMENT 1
(TO CERTIFICATE OF ACCEPTANCE FOR LEASE SCHEDULE NO. 1)
CROSSROADS BANK**

RENTAL PAYMENT SCHEDULE

LESSEE: City of West Lafayette, Indiana

**MASTER EQUIPMENT LEASE-PURCHASE
AGREEMENT DATE: MAY 12, 2015**

COPY

LEASE SCHEDULE NO.1

Stated annual interest rate: 2.25%

**IN ACCORDANCE WITH THE LEASE SCHEDULE DESCRIBED ABOVE, THE RENTAL
PAYMENTS SHALL BE MADE FOR THE EQUIPMENT DESCRIBED IN SUCH LEASE SCHEDULE
AS FOLLOWS:**

PAYMENT NO.	DATE	LEASE PAYMENT	INTEREST	PRINCIPAL	* PREPAYMENT OPTION
1	5/31/2015	\$2,410.22	\$25.41	\$2,384.81	\$20,515.19
2	11/30/2015	\$2,410.22	\$231.88	\$2,178.34	\$18,336.85
3	5/31/2016	\$2,410.22	\$207.26	\$2,202.96	\$16,133.89
4	11/30/2016	\$2,410.22	\$182.36	\$2,227.86	\$13,906.03
5	5/31/2017	\$2,410.22	\$157.18	\$2,253.04	\$11,652.99
6	11/30/2017	\$2,410.22	\$131.71	\$2,278.51	\$9,374.48
7	5/31/2018	\$2,410.22	\$105.96	\$2,304.26	\$7,070.22
8	11/30/2018	\$2,410.22	\$79.91	\$2,330.31	\$4,739.91
9	5/31/2019	\$2,410.22	\$53.57	\$2,356.65	\$2,383.26
10	11/30/2019	\$2,410.22	\$26.96	\$2,383.26	\$0.00
GRAND TOTALS		\$24,102.20	\$1,202.20	\$22,900.00	

* Assumes all Rental Payments, applicable taxes and all other amounts payable under the Lease on and prior to that date have been paid.

**ATTACHMENT 3
(TO CERTIFICATE OF ACCEPTANCE FOR LEASE SCHEDULE NO. 1)**

COPY

BANK-QUALIFIED DESIGNATION

City of West Lafayette, Indiana, as Lessee ("Lessee") under the Certificate of Acceptance to which this Designation is attached, hereby designates the Lease created under the Lease Schedule identified in such Certificate of Acceptance as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Lessee hereby represents that Lessee reasonably anticipates that Lessee and other entities that Lessee controls and entities who issue obligations on behalf of Lessee will not issue tax-exempt obligations (including such Lease) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which such Lease is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of such Lease

EXECUTED on May 12, 2015.

LESSEE: City of West Lafayette, Indiana

Signature: _____

Printed Name: _____ Judith C. Rhodes _____

Title: Clerk Treasurer